The Solicitors' Journal

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Current Topics.

Reform of the House of Lords.

THIS question, which is again to the front by reason of the report of a joint committee of peers and members of the House of Commons, although it is obviously more a political than a legal one, has, nevertheless, an interest for lawyers in view of the House of Lords being the ultimate appellate tribunal for Great Britain and Northern Ireland. In the report to which reference has been made it is not contemplated that the judicial side of the House should be affected in any way, for among the various proposals for improving the *personnel* of the second chamber there is no suggestion that the Lords of Appeal in Ordinary should not continue to be members. A larger infusion of the legal element might, indeed, be advocated with advantage, and it is permissible to deplore once again the shortsightedness of the Lords when, led by Lord LYNDHURST, they rejected the proposal of the ministry of the day for the creation of life peerages. We have, it is true, life peers now, but they are those only who have been so created under the Appellate Jurisdiction Acts to qualify for the judicial work of the House. In treating of this subject, BAGEHOT, one of the acutest critics of our political system, said in his classic work on "The English Constitution," that in following the advice of Lord LYNDHURST, "the House of Lords rejected the inestimable, the unprecedented, opportunity of being tacitly reformed. Such a chance does not come twice. The life peers who would have been then introduced would have been the first men of the country. Lord MACAULAY was to have been among the first; Lord WENSLEYDALE (Baron PARKE)—the most learned and not the least logical of our lawyers—to be the very first. Thirty to forty such men, added judiciously and sparingly as years went on would have given to the House of Lords the very element which as a criticising chamber it needs so much." It were well that BAGEHOT'S weighty words were kept in mind in any proposal for the reform of the Upper House; and further, the advantages of a larger legal element quite distinct from the Lords of Appeal (who by the very fact that they are judges wisely abstain from the discussion of purely political subjects) should also be kept in view. This would, of course, involve, in carrying out BAGEHOT'S idea, statutory power being given to create life peers apart altogether from that conferred by the Appellate Jurisdiction Acts.

The "Tote" and the Law.

A MORNING newspaper is responsible for the statement that dozens of "Tote" clubs have recently been established, and dozens more are projected for London and its suburbs. The deduction may be made that the proprietors of these places deem they are within the law, and perhaps the further deduction that, until quite recently, there was no such assurance, otherwise so obvious a source of profit would surely have been long ago exploited. The newspaper suggests that these clubs have come about as the result of a decision to the effect that a "Tote" at a dog-race is not illegal. No doubt *Everett* v. *Shand* [1931] 2 K.B. 522 (75 SOL. J. 323). is indicated. In that case it was held that the "Tote" was not a contrivance for gaming at any game or pretended game of chance within s. 3 of the Vagrancy Act Amendment Act, 1873. The decision was in fact contrary to *Tollett* v. *Thomas* (1871), L.R. 6 Q.B. 514. The Divisional Court in *Everett* v. *Shand* could hardly have over-ruled that in *Tollett* v. *Thomas*, but the judges in *Everett* v. *Shand* held that the House of Lords had impliedly over-ruled the older case in *A.-G.* v. *Luncheon & Sports Club Ltd.* [1929] A.C. 400, although no cases are discussed in the judgment, nor was *Tollett* v. *Thomas* mentioned even in the Court of Appeal. The decision in *A.-G.* v. *Luncheon & Sports Club Ltd.* was on the repealed betting duty, but it was to the effect that the respondents, who had established a "Tote" at the Stadium Club, making only the usual 10 per cent. deduction from the gross takings for expenses, etc., were not betting with the members. Lord BUCKMASTER appeared to think that the members were betting with each other (p. 405). Lord BLANESBURGH doubted it (p. 407). In *Everett* v. *Shand* both Lord HEWART and HUMPHREYS, J., appeared to think that subscribers to a "Tote" betted *inter se*. In neither case, however, was such a conclusion necessary to the decision, and it conflicts with the very definite ruling of Lord RUSSELL in *Ellesmere* v. *Wallace* [1929] 2 Ch. 1 (see p. 52), that there cannot be more than two parties to a bet. The result appears to be that, in staking money on the "Tote," nobody is betting with anybody else, and it is not a lottery, because the prize does not depend on mere chance, but on the choice of a horse. On this reasoning, anybody may lawfully set up a "Tote," and persons may resort thereto and even stake ready money, without infringing the law. If so, it is a fine illustration of the efficacy and coherency of our betting and gaming laws.

The Sale of Advowsons.

ONCE again the Church Assembly has been engaged in debating a measure to regulate the sale of advowsons which in recent years has been the subject of acute controversy by reason of the extent to which "party trusts" in the Church have been intent on securing this means of controlling the doctrinal aspect of Church teaching in individual parishes. No more striking illustration of the need for legislative interference in this matter could be given than has been set forth in a letter to *The Times*, written by the Rector of Clapham, who complains that the right of patronage to his living was recently disposed of secretly and without the knowledge of the

parochial church council who desired to purchase it by subscription with the admirable intention of then handing it over to the diocesan board of patronage—a representative non-party body which has, by recent legislation, been established in every diocese. The result of this secret disposition of the patronage rights so far as Clapham Parish is concerned, may be to alter the traditions of half a century by a complete reversal of what the parish and congregation approve. It is difficult to conceive of any more satisfactory method of putting an end to party strife in the Church than to secure the ultimate transfer of all patronage to the independent diocesan boards of patronage on which all sections are adequately represented. In the event of disputation there, arbitration is provided for.

Prevention of Fraud.

A SPECIAL correspondent to the *Daily Telegraph* reports in the issue of that paper for 5th November that the Home Office authorities are considering the advisability of amending the Forfeiture Act, 1870, with a view to checking the recent increase in the number of cases of serious fraud. Long firm frauds, fraudulent company promoting and employment with investment frauds are stated to constitute the greater part of this form of crime, which is said to enrich its perpetrators to the tune of many hundreds of thousands of pounds annually. It is suggested that the Forfeiture Act could be amended by being made applicable to misdemeanour and by providing for the appointment of a receiver of the estate of every person convicted of fraud, with power to open up all transactions from the date of the fraud and to seize all assets obtained thereby. The words of "a famous criminal lawyer" upon the subject, quoted in the report above referred to, are reproduced below: "If it were made possible to deny to the fraudulent the fruits of their frauds, there would be no more temptation for these criminals to prey upon the public than for a burglar to break into an empty house . . . The proceeds resulting from the estate would pay back, in part, at any rate, the money lost by the innocent victims, and the enormous burden of legal charges resting upon the State would be materially lightened. The country would thus be rid of an ever-growing peril, a class of crime which is easy to commit, difficult to detect, and costly to prosecute." That is all very well. But it should not be forgotten that the "innocent victim" not infrequently displays such an insane optimism at the prospect of a quick return upon his money, such a lack of reasonable precaution, indeed, such an utter recklessness in entrusting his property to the swindler that it is difficult to think that it is the business of the law to protect him. The exercise of a little prudence by the potential victim and an elementary knowledge of the principles of sound investment would, we submit, prove to be more potent factors in the suppression of this form of crime than any change in the law.

The Meaning of "Sickness."

IN a previous issue (76 SOL. J. 421) we commented on the decision of the Divisional Court in *Maloney* v. *St. Helens Industrial Co-operative Society, Ltd.*, in which it was held that a grocers' assistant was entitled to "sickness" pay under his contract of employment on account of an injury to his thumb, arising out of and in the course of his employment, and incapacitating him from work for six weeks. The Court of Appeal has now affirmed the decision of the Divisional Court. It will be remembered that the contract of employment provided that wages were to be paid "as below during periods of sickness where absence from duty was properly vouched for by medical evidence: a total of three weeks' full wages and three weeks' half wages in the aggregate in any one year." The total amount in dispute was £13 10s., and the county court judge gave judgment for the defendants on the ground that "sickness" described a condition due to illness from disease or natural causes and not to the effects of accident, which would have been expressly provided for in the agreement had it been intended to include them. In the Divisional Court Mr. Justice MACNAGHTEN pointed out that "sickness" was contrasted with "health" in the marriage service and clearly meant ill-health from any cause whatever. Lord Justice SCRUTTON, in affirming the decision of the Divisional Court, said that the meaning of words not specially technical was a matter which people who had the degree of education which His Majesty's judges were supposed to have could construe without the aid of dictionaries. His lordship referred to the unpleasant meaning of the words "usually associated with a Channel crossing," a condition which had been described by Dean SWIFT: "You are sick in the mulligrubs through eating chopped hay." His lordship also referred to the phrase "sickness benefit" used by workmen and employers in connection with State insurance, which clearly covered benefit in the case of both disease and bodily disablement, and he held that "sickness" in the contract of employment under consideration had that meaning. His lordship, however, did not refer to the kind of sickness produced by hope deferred (Proverbs, ch. 13, v. 12) and which is all too familiar to litigants whose grievances are dragged from one appeal court to another. We shall look forward to a more than merely permissive reform in the near future in the direction of reducing the number of possible appeals.

New Poisons Regulations: An Anomaly Removed.

PROVISIONAL Rules, known as the Dangerous Drugs Amendment Regulations, 1932, and made by the Home Secretary, are to come into operation forthwith on account of urgency. These rules provide specifically for preparations of both the old and the new "British Pharmacopœia" recently published, so that there should be no difficulty of interpretation and no confusion. The Consolidated *Amendment* Regulations of 1931 are repealed and the original Dangerous Drugs (Consolidation) Regulations, 1928, are to be printed with the 1932 amendments substituted for those of 1931. We cannot help thinking that it would be much better to scrap everything that is past and issue new Consolidated Regulations of date 1932 simply. That remark applies to all such issues—to whatever they relate. However, there is one anomaly removed so far as Poisons Regulations are concerned. It seems almost unbelievable, but it is none the less true, that under the old regulations greater restrictions were placed upon the supply of a number of *diluted* poisonous preparations than upon the supply of the actual poisonous preparations themselves! This absurdity has been remedied—at length!

Civil Judicial Statistics.

A BLUE book which contains the civil judicial statistics and was issued on the 14th of this month, suggests that, while the business of the High Court declined, that of the County Courts increased during 1931. Based as they are on the number of proceedings, without regard to length or complexity, the figures do not provide an absolute criterion, but they may probably be taken as indicative of a tendency to make an increased use of the County Court, where possible, and of the extent to which that tendency has gone. Briefly the total number of cases dealt with by the High Court (111,829) shows a decrease of 2·5 per cent. on the figure for 1930, while that for the County Courts shows an increase of 3·4 per cent. Of the total number of County Court cases (1,240,517) only 3·8 per cent. were for amounts over £20, and more than one-half of the actions for trial were determined without hearing or in the absence of the defendant. Over three-quarters of the actions heard were determined by the judge, the remainder being heard before the registrar. Companies and bankruptcy business in the Chancery Division and cases before the Probate, Divorce and Admiralty Division show an increase in numbers, but otherwise the number of proceedings before the High Court has declined. It is interesting to observe that poor persons were successful in 96 per cent. of the cases tried in which they were parties.

Criminal Law and Practice.

THEFTS FROM GAS METERS.—At the last Coventry Quarter Sessions, in *Rex* v. *Walker and Others*, the defendants were indicted for stealing from a gas meter the sum of 8s. 6d., the moneys of Arthur Littlechild. As pleas of guilty were entered, the question did not arise as to whether there was a correct averment of the property in the money, e.g., whether the latter should have been alleged to have been the moneys of the Corporation, or other suppliers of gas. It is improbable that the householder was supplied with a key to the meter, so that, as each coin was inserted, there would be a sale to him of gas to an equivalent value. The money would thereupon become the property of the undertaker, and would only have remained the property of the householder if (as the possessor of a key) he had obtained the gas on credit. An analogous question arises with regard to cigarette machines in private houses—the custom being to supply keys to the householders, to avoid the necessity of taking out an excise licence for each house. As the holder of a key, the householder obtains the packets on credit, and the shillings in the slot remain his property—until collected by the owner of the machine. If the householder has no key, however, each packet remains the property of the owner of the machine until a coin is inserted. Thereupon a sale takes place—and the packet becomes the property of the householder, while the coin becomes the property of the owner of the machine. See a "Point in Practice," entitled "Cigarette Machines in Private Houses" (76 SOL. J. 776), and a "Current Topic," entitled "Ownership of Money in Gas Meter" (76 SOL. J. 650), also a letter thereon in the Correspondence column (76 SOL. J. 686).

WINDOW DISPLAYS AND PAVEMENT OBSTRUCTION.—The need for distinguishing custom and prescription was recently illustrated at Liverpool on the hearing of summonses against shopkeepers for wilfully obstructing the highway. One defendant contended that, having displayed goods outside his shop window for more than twenty years, he had established a legal defence, viz., a custom existing from time immemorial. Mr. Stuart Deacon, stipendiary magistrate (in a reserved judgment) pointed out that the case for the prosecution was not based upon the allegation that the defendant had caused a large crowd to collect by his window dressing, but that he had encroached by means of a stand over a foot wide. Although the obstruction had continued uninterruptedly for twenty-seven years, a custom could only be pleaded by the inhabitants at large, and not by a particular person. A tradesman could only have the right to put his goods on the footpath if (*a*) he (or his predecessors in title) had reserved such a right on dedicating the highway, or (*b*) the owner of the highway made a special grant of such a right at the time of dedication to the public. An inference of such a grant would arise if the right had been exercised as long as the highway had existed, but in the above case the highway had been dedicated twenty-one years before the first obstruction. Two defendants were, therefore, fined £1 each, and an assistant was fined 10s. for aiding and abetting. The cases on obstruction by window displays were reviewed by Lord Justice Phillimore (as he then was) in *Lyons, Sons & Co.* v. *Gulliver* [1914] 1 Ch., at pp. 653 to 661.

INDICTMENTS PREFERRED WITHOUT COMMITTAL.

In the article which appeared under this title in the "Criminal Law" column, at p. 787 of last week's issue, the case referred to was heard at the recent Liverpool Assizes, and not at the Chester Assizes as stated.

OFFICES OF THE SUPREME COURT.

The Lord Chancellor announces that the offices of the Supreme Court will be closed on Saturday the 24th December, 1932, and Tuesday, the 27th December, 1932.

Evidence of Conduct on Other Occasions.

THE recent case of *James* v. *Audigier* (1932) W.N. 181, and 76 SOL. J. 528, is of great practical importance on the question of the admissibility of evidence as to conduct not forming part of the "*res gestæ*."

The facts of the case were briefly as follows: The plaintiff claimed damages for personal injuries alleged to be due to the negligent driving of a motor bicycle by the defendant. In the course of his cross-examination the plaintiff's counsel asked the defendant (*inter alia*) the three following questions: (1) Did you have, about the same time, another accident in the same street?—Yes. (2) And there, though I am not suggesting you were in any way to blame, the results were fatal?—Yes. (3) Did you tell the jury at the inquest that exonerated you that you had had this accident?—No.

The jury returned a verdict for the plaintiff, and the defendant's counsel, who had not formally objected to the questions when they were put, asked for a new trial on the ground of mis-reception of evidence. The judge refused to grant a new trial, and the defendant appealed. The Divisional Court (Swift and Macnaghten, JJ.) dismissed the appeal.

The general rule is that the conduct of either party on other occasions, unconnected with the act or conduct in question, is irrelevant: *Hollingham* v. *Head* (1858) 27 L.J. C.P. 241. There the action was for the price of goods sold, and the defence was that the plaintiff had sold them to the defendant on certain terms. The defendant was not allowed to call witnesses to prove that the plaintiff had sold goods of the same quality to other persons on terms similar to those which the defendant was setting up. Willes, J., in his judgment at p. 242, said: ". . . I do not see how the fact, that a man has once or more in his life acted in a particular way, makes it probable that he so acted on a given occasion. . . . I think, therefore, the fact that the plaintiff had entered into contracts of a particular kind with other persons on other occasions could not properly be admitted in evidence, where no custom of trade to make such contracts, and no connection between such and the one in question, was shewn to exist."

Primâ facie, then, the evidence received in *James* v. *Audigier* was irrelevant and inadmissible, whether adduced as part of the plaintiff's case or elicited in cross-examination of the defendant. The general rule illustrated by *Hollingham* v. *Head* is, however, subject to exceptions, and the Divisional Court in *James* v. *Audigier* held that, had objection been taken, the judge, as was his power, would have ruled the questions admissible—(1) to test the defendant's credibility as a witness, and (2) to show that he was a generally inexperienced and unskilful driver.

It is clear that a witness may always be cross-examined to test his credit or his memory, although the answers are irrelevant to the issue. Thus, a party may be asked questions about his conduct on other occasions if the questions are material to test his credit or memory. Willes, J., in *Hollingham* v. *Head*, at p. 242, said: "The only ground on which it can be contended that the question (as to conduct on another occasion) might be put to the plaintiff on cross-examination is, that it became material to test his memory or his credit. But that does not appear to have been the object with which it was put; and I doubt whether it was admissible even for that purpose." It may, of course, be difficult to decide whether a question is material to test the memory or the credit of a witness; that is a matter for the court.

If the questions asked in *James* v. *Audigier* had been directed to credibility only, the answers to them could not have been contradicted. On the other hand, as the evidence was material to show that the defendant was a *generally inexperienced and unskilful* driver, it might have been made part of the plaintiff's case, for it is in the category illustrated by *Hales* v. *Kerr* [1908] 2 K.B. 601.

In *Hales* v. *Kerr*, the plaintiff sued a barber for negligence, alleging that he had contracted an infectious disease, known as barber's itch, through the negligence of the defendant in using appliances in a dirty and insanitary condition. Evidence was allowed to be given by two other customers of the defendant who deposed that they also had contracted a similar disease in the defendant's shop. Channell, J., at p. 604, said: " . . . Where the allegation is of *a practice to do or omit to do a particular act*, and the material issue is the existence or non-existence of the alleged practice, evidence that the act or omission has happened on several occasions is always admissible to show that its happening on a particular occasion is not a mere accident or a mere isolated event." The plaintiff in *James* v. *Audigier* was contending that the defendant was so unskilful a driver that he ought not to have been riding a motor bicycle at all, and not merely that he had been negligent on one solitary occasion.

It is the judge's duty to determine all questions as to the admissibility of evidence: *Bartlett* v. *Smith*, 11 M. & W. 483. Moreover, the judge must decide the propriety of questions put in cross-examination: R.S.C. Ord. XXXVI, r. 38, and C.C.R. Ord. XXII, r. 12. It is not always easy to decide whether evidence of conduct on other occasions is admissible; the question depends upon the issues raised in, and the circumstances of, the particular case, but Swift, J., in *James* v. *Audigier* held that a question properly directed so as to test the defendant's credibility as a witness, or his skill as a driver, if those matters were in issue, was not to be excluded merely because it showed that he had previously been involved in one or more other accidents.

The decision in *James* v. *Audigier* is of practical importance, for in many "running down" cases similar evidence may be available.

Costs.

INTEREST ON SOLICITORS' BILLS.

PROVISION is made for interest on solicitors' costs by various statutory enactments, and the following notes are intended to give a brief survey of these.

Section 17 of the Judgments Act, 1838, provides for interest on judgment debts at the rate of 4 per cent. per annum from the time of entering up judgment, whilst s. 18 of the same Act provides that "all decrees and orders of the Courts of Equity and all rules of Courts of Common Law, and all orders of the Lord Chancellor in matters of lunacy, whereby any sum of money, or any costs, charges, or expenses, shall be payable to any person, shall have the effect of judgments in the superior Courts of Common Law." Stirling, J., in the case of *Taylor* v. *Roe* [1894] 1 Ch. 413, observed "upon the construction of the Act, I think that an order directing payment of costs to be taxed by one person to another person is within the section." It will be noticed that this applies alike to interlocutory and final orders.

The interest was at one time deemed to run from the date of the taxing master's certificate, see *Schroeder* v. *Clough* (1887) 35 L.T. 850, but is now calculated from the date of the judgment or order, see *Taylor* v. *Roe*, *supra*, and *Pyman* v. *Burt* [1884] W.N. 100.

Where a judgment of the lower court is restored by the House of Lords then the successful party will be entitled to his costs of the action with interest from the date of the judgment of the lower court until payment, see *Ashworth* v. *English Card Clothing Co.* [1904] 1 Ch. 704, and on the costs of the appeal to the Court of Appeal from the date of the order of the Court of Appeal down to payment, see *Stickney* v. *Keeble* [1915] W.N. 72, but a special order of the court must be obtained.

County court judgments do not come within the ambit of s. 18, *supra*, see *Reg.* v. *C.C. Judge of Essex*, 18 Q.B.D. 704, and no interest is accordingly allowed.

The foregoing provisions apply to party and party costs, and one must turn to other enactments for the provision of interest on solicitor and client costs. Thus, s. 63 (3) (i) of the Solicitors Act, 1932, formerly s. 17 of the Solicitors Act, 1870, provides that upon every taxation of costs in respect of any contentious business, the taxing officer may allow interest at such rate and from such time as he thinks fit on money disbursed by the solicitor for his client. This, it will be observed, applies only to disbursements and not to charges, and although it speaks of every taxation in respect of any contentious matter, it refers only to taxations as between solicitor and client, see *Hartland* v. *Murrell* (1873) 43 L.T, Ch. 94.

The solicitor cannot appropriate money which he receives from his client on account against his own costs so as to enable him to obtain interest on the disbursements. Moreover, this section does not entitle an agent to interest against his solicitor client, see *Ward* v. *Eyre* (1880) 15 C.D. 130, and it is interesting to note that where a principal has obtained interest from his client on his costs, including the costs of his agent, the latter is not entitled to claim a proportion of such interest, see *Ward* v. *Lawson* (1890) 43 C.D. 353.

In addition to the foregoing, a solicitor is entitled to charge interest at 4 per cent. per annum on his disbursements and costs from the expiration of one month from demand from the client by virtue of cl. 7 of the General Order to the Solicitors' Remuneration Act, 1881. Although the Act was repealed by the Solicitors Act, 1932, the General Order will still remain operative, see s. 82 of the new Act.

This clause was drafted under the authority of s. 5 of the Act, and since the latter was passed "for making better provision respecting the remuneration of solicitors in conveyancing and other non-contentious business," it may be implied that cl. 7 applies only to costs in respect of such business, although in the case of *Blair* v. *Cordner*, 19 Q.B.D. 516, it appears that part of the costs on which interest was claimed and allowed were costs of an action to which the Act did not, of course, apply. It was decided in the last-mentioned case that the date when the bill is sent to the client may be taken as the date when payment is demanded.

Thus, a solicitor may frequently obtain interest on his costs and expenses, but it seems fairly clear that in the case of contentious business he will have to have his costs taxed in order that he may obtain interest, and then it will only be on his disbursements, see s. 63 (3) (i) of the Solicitors Act, 1932. Alternatively, he may give notice in writing under s. 28 of 3 & 4 Will. IV, c. 42, that interest will be charged thereafter on the amount of his bill of costs, but in this case the interest will only commence to run from the date of the notice and not from the date when the bill was delivered.

Children and Road Repairs.

A CASE very shortly reported in a London evening paper appears to raise a somewhat novel point in respect of the liability of persons or firms contracting to carry out street repairs. In the course of such repairs the contractors had occasion to make mortar in the usual way. Some unslaked lime was attracting the notice of a little boy, when unfortunately a workman dropped a shovel into it, and some of the lime splashed up and injured the boy's eye. Proceedings on his behalf were taken against the contractors in the local county court, and the judge awarded damages, holding that the law as to trespass did not apply in this case. He added that it was not sufficient for the local authority to enclose an area of the highway by putting across scaffold poles and turning a barrel upside down, if rights as to trespass were to be maintained.

The general liability of persons who undertake road repairs is discussed in such cases as *Hardaker* v. *Idle D.C.* [1896]

1 Q.B. 335; *Penny* v. *Wimbledon U.D.C.* [1899] 2 Q.B. 72; and *Holliday* v. *National Telephone Company* [1899] 2 Q.B. 392. Most of these authorities turn on the question whether the road authority, their contractors, or the latter's sub-contractors are liable for damage to wayfarers due to negligence in carrying out the works, but the principle that the public who use the road must be protected is clear. In the last-mentioned case, the injury was caused by an explosion which threw molten metal on a passer-by, the explosion being due to the negligent use of a faulty lamp. In *Penny's Case* the injury was caused by an unfenced heap of stones, against which the plaintiff stumbled in the dark.

The duty of protecting the public against danger is thus clear enough, but these cases do not touch on the method of protection. The enclosure of an area on which road repairs are being carried out by scaffold poles or ropes is, of course, very usual. As physical obstacles neither poles nor ropes would prevent the entry of either adult or child to the forbidden area, if determined to invade it. The ropes or poles, however, act equally as warnings, and, in the case of an adult, the exclusion from the area roped off may be said to be rather mental than physical. The question whether the word "trespass" is appropriate may perhaps respectfully be doubted. Exclusive possession, even without title, may no doubt justify action for trespass against a wrong-doer, but persons using highways for passing and repassing are not wrong-doers. It is conceivable, however, that a person who is not a trespasser may nevertheless be at his own risk of particular danger in a particular place, just as licensees or invitees may be in respect of obvious dangers on a staircase, as held in *Fairman* v. *Perpetual Building Society* [1923] A.C. 74. A person invading a roped-off area in a street would be neither invitee nor licensee. He might, however, be at his own risk without being technically a trespasser, and if an adult got injured in wandering about such an area, it is difficult to see how he could sustain an action for injury so courted. In *Holliday's Case* there was no fenced-off area, nor was there warning in *Penny's Case*. The use of the word "trespass" perhaps came about through the discussion of the children's cases *Cooke* v. *Midland, etc.* [1909] A.C.; *Addie* v. *Dumbreck* [1929] A.C. 358; and *Excelsior Co.* v. *Callan* [1930] A.C. 404. Possibly in the case under discussion the learned judge held that, unless effectively fenced out by physical barriers, children were, to use Lord Dunedin's coined word in the *Excelsior Case*, "permittees" to whom the persons responsible for allowing them to be there owed higher duties than to adults. If the true view is that, when contractors undertaking road repairs are working in a particular area in a way which may cause danger to a person entering that area, they must effectively fence it off against children, hoardings will have to be substituted for ropes or poles, thus greatly increasing the expense, and, probably, the danger to traffic outside the area from the obstruction to vision. The actual damages awarded in the case were a few pounds only, so it may be presumed that the child's eyesight was not seriously injured, but the law involved appears to be of some importance.

NOMINATION OF SHERIFFS.

The Lord Chief Justice, in the absence of the Chancellor of the Exchequer, presided over the ceremony of the nomination of the Sheriffs for England and Wales at the Law Courts on Saturday, the 12th November.

Sir Frederick Ponsonby (Treasurer to the King), Sir Samuel Hoare (Secretary of State for India), Mr. Justice Swift, Mr. Justice Acton, Mr. Justice Talbot, and Mr. Justice Hawke accompanied him on the Bench.

Sir Leonard Kershaw, the King's Coroner, read out the names of those who had, in previous years, been nominated as sheriffs for the different counties, and announced what additions to the list were required. Their lordships supplied the new names in turn from the lists of those eligible for the office.

Five of those liable to serve were excused on the ground of lack of means, and two owing to ill-health.

Company Law and Practice.

CLVI.

THE PROSPECTUS.—IV.

A FEW observations on the remaining provisions of the Fourth Schedule may perhaps be useful at this stage, but I should at once remind my readers that we have dealt with all the new matter therein contained, and that we shall be here treading ground which is, or ought to be, familiar, though of recent years the path has been allowed to get somewhat overgrown. The first matter which is required to be stated in the prospectus is the contents of the memorandum of association, with the names, descriptions and addresses of the signatories, and the number of shares subscribed for by them respectively. But there are exceptions to this rule: the first is where the prospectus is published as a newspaper advertisement; the reason for this is not easily defensible, if it be the obvious reason—if it is not the obvious reason, it is difficult to discover another. But if the reason really is because it is not desired to put companies to the expense of setting out the memorandum, it seems to betray a very wrong attitude on the part of the legislature; if the public are to be defended from the risk of being imposed upon, by being allowed to see the memorandum, should not they be so defended irrespective of the medium through which they are approached? It may be remembered also that the newspaper advertisement is the usual method of approach so far as the general public is concerned.

Why should the public see the memorandum, anyway? If they really want to, they can go down to Somerset House, or pay someone else to do it for them. And what will they find out from it? Absolutely nothing which can assist them in coming to a conclusion as to whether or no they ought to invest in the company. The names, descriptions and addresses of the signatories and the number of shares subscribed for by them respectively will tell the investor about as much with regard to the company as the stones of Somerset House can. Still, ours not to reason why; and there is a further exception, which is to be found, not in para. 1 of Pt. I along with the rule, but in para. 1 of Pt. III well away from the rule. In the case of a prospectus issued more than two years after the date at which the company is entitled to commence business the contents of the memorandum need not be stated. This is not the place to deal with the date at which a company is entitled to commence business, but I may just remind those who wish to refresh their memories on this point that s. 94 is the place at which to do it.

Then, in para. 2 of Pt. I, we find that information must be given as to the number of founders' or management or deferred shares, if any, and the nature and extent of the interest of the holders in the property and profits of the Company. Founders' and management shares are perhaps somewhat out of date, but the deferred share is still with us, and there is perhaps not much difference, in that, by whatever name called, they are usually entitled to a substantial part of what the City miscalls the equity of the business. The deferred share is usually one of a fairly large class, which may be widely held, and may not necessarily carry with it the control of the company, whereas the founders' share was usually one of a small class of shares all held by one, two or possibly three persons, who were the persons responsible for the running of the business before it was sold, and who retain control, or a measure of control. It is, may be, right that the privileges of these shares should be disclosed, but it seems that in such cases there is no reason why the rights of the holders of the shares of every class should not be disclosed in the prospectus; it will be remembered, as I pointed out last week, that the voting rights of every class must be disclosed. The voting rights are obviously of the greatest importance—but, to take the founders' shares, why should their rights other than voting rights be disclosed, at any rate if they rank behind

every other class of share? The logical course would seem to be to require the disclosure of all class rights.

Next come the directors' qualification, and any provision in the articles as to their remuneration: as to this latter disclosure, it will not really teach anybody anything, for directors' fees *per se* are rarely large (though frequently more than ample for the services rendered), and those who wish to take large sums out of the company will take them by means other than directors' fees. The amount payable on application and allotment on each share, is, one would almost imagine, a *sine qua non* in any prospectus, but we find that para. 6 of Pt. I makes it obligatory to disclose it; as also, in the case of a second or subsequent offer of shares, the amount offered on each previous allotment made within the two preceding years, the amount actually allotted, and the amount, if any, paid on the shares so allotted. Particulars must also be given of shares and debentures issued or agreed to be issued, as fully or partly paid up otherwise than in cash, and the consideration for which they have been, or are proposed to be, issued. Next, the proposing investor must be told about the vendors of any property purchased or acquired by the company, or proposed to be purchased or acquired, which is to be paid for wholly or partly out of the proceeds of the issue, or the purchase or acquisition of which has not been completed at the date of issue of the prospectus, and the amount payable to the vendor in cash, shares or debentures. Part III, para. 2, contains a definition of "vendor" as used in the Fourth Schedule, which is very comprehensive; he is defined as a person who has entered into any contract, absolute or conditional, for the sale or purchase, or for any option to purchase, of any property to be acquired by the company, in any case where—

(*a*) the purchase money is not fully paid at the date of the issue of the prospectus;

(*b*) the purchase money is to be paid or satisfied wholly or in part out of the proceeds of the issue offered for subscription by the prospectus;

(*c*) the contract depends for its validity or fulfilment on the result of that issue.

The amount of the purchase consideration must be disclosed, specifying the amount, if any, payable for goodwill, underwriting commission, and the amount or estimated amount of preliminary expenses, and the amount paid to the promoter all require disclosure. Then, in para. 13, we get to a provision which probably causes more trouble and thought than any other: "The dates of and parties to every material contract, not being a contract entered into in the ordinary course of the business carried on or intended to be carried on by the Company or a contract entered into more than two years before the date of issue of the prospectus, and a reasonable time and place at which any such material contract or a copy thereof may be inspected." One can only say in this connection that, if there is any doubt as to whether a contract is material or not, it is advisable to take no risks, but to disclose it. The test seems to be this: is it a contract which will have any effect on an intending investor in determining whether or not he will apply for shares in the company? See *Sullivan* v. *Metcalfe* (1880), 5 C.P.D. 455. If it is, then it is a material contract, and must be disclosed in the prospectus. Lastly, apart from one or two minor matters with which I do not wish to trouble my readers, there is the nature and extent of the interest of every director in the promotion of, or the property proposed to be acquired by, the company (Pt. I, para. 4).

(*To be continued.*)

Eastbourne Town Council has decided to confer on the town clerk, Mr. HENRY WEST FOVARGUE, the honorary freedom of the borough at a special council meeting on 16th June. Mr. Fovargue, who was admitted a solicitor in 1889, has been town clerk for forty-three years next June.

A Conveyancer's Diary.

Building Leases under the S.L.A., 1925.

A RECENT case of some interest and importance with regard to building leases by tenants for life under the S.L.A., 1925, is *Re Grosvenor Settled Estates: Duke of Westminster* v. *McKenna* [1932] W.N. 223 (76 SOL. J. 779).

Under a settlement dated in 1901, the Duke of Westminster was tenant for life in possession of the Grosvenor Estates, comprising considerable property in the West End of London, and including No. 8 Carlos-place, which was subject to a lease for ninety-nine years, of which fifty-seven years were unexpired.

The tenant for life proposed to accept a surrender of the existing lease, and to grant a new least of the premises in the form of a draft exhibited to an affidavit filed on his behalf. The proposed lease was to be for 999 years from June, 1932, and to reserve the same rent as the existing lease, and was to contain a covenant by the lessees that they would as and when reasonably necessary and in particular when required by the estate surveyor so to do, rebuild the premises in a proper and workmanlike manner and so that the new building should be in every way appropriate to the circumstances existing at the time of such re-building.

A summons was taken out to determine whether the tenant for life had power to grant such a lease and was supported by evidence that it was in the interest of good estate management to grant long leases at a premium, the lessees being under covenant to rebuild when necessary, but not earlier, rather than to sell the freehold.

The question was whether the proposed lease was a "building lease" within the meaning of the S.L.A., 1925, although it fixed no limit of time within which the buildings were to be erected or even begun.

The power of granting leases is contained in s. 41 of the S.L.A., 1925, which provides that "a tenant for life may lease the settled land . . . for any term not exceeding: (i) in the case of a building lease 999 years."

Then s. 44 enacts as follows:—

"(1) Every building lease shall be made partly in consideration of the lessee or some person by whose direction the lease is granted, or some other person, having erected or agreeing to erect buildings, new or additional, or having improved, repaired or agreeing to improve or repair buildings or having executed or agreeing to execute on the land leased an improvement authorised by this Act or in connection with building purposes.

"(2) A peppercorn rent or a nominal or other rent less than the rent ultimately payable may be made payable for the first five years or any less part of the term."

Sub-section (2) is certainly very wide in its terms, and there is no time limit within which the building operations are to take place. It was however suggested in *Re Grosvenor Estates* that sub-s. (2) implied that five years might be allowed for the purpose of building, a contention which, as we shall see, the learned judge rejected.

Eve., J, held that the tenant for life had power to grant the lease in the form proposed.

His lordship, dealing with sub-s. (2) of s. 44, said that although a peppercorn or nominal rent might be reserved for the first five years of the term, that in his opinion was not sufficient to raise an implication that a period of five years for the execution of the works ought to be required in the lease in the absence from the Act of any other indication to that effect. The learned judge considered that the omission of any such limit of time from the Act was deliberate. His lordship found support to that view by referring to the C.A., 1881, and the S.L.A., 1882. The powers of mortgagees and mortgagors whilst in possession under the former Act to grant a building lease for ninety-nine years imposed a time limit of five years within which the buildings must be erected, but the powers of granting building leases for similar

terms conferred on tenants for life under the S.L.A., 1882, were not subject to any such limitation. When the L.P.A., 1925, and the S.L.A., 1925, enlarged the maximum term from ninety-nine years to 999 years in the case of leases by mortgagees or mortgagors and by tenants for life respectively, the same distinction was preserved. On those grounds the learned judge held that the tenant for life in the case before him was entitled to grant a lease in the form proposed.

Apart from the question directly involved, this case raises the point as to what is a " building lease " within the meaning of the S.L.A. and particularly whether an ordinary repairing lease is not such a lease.

Section 44 (1) of the S.L.A. does not contain any definition of a " building lease," but it does enact that " every building lease shall be made partly in consideration of the lessee . . . or some other person . . . agreeing to improve or repair buildings . . . ." That seems to include a repairing lease.

Section 117 (1) (i) reads :—

" ' Building purposes ' include the erecting and the improving of and the adding to and the repairing of buildings ; and a ' building lease ' is a lease for any building purposes or purposes connected therewith."

It seems therefore that a " building lease " is a lease " for building purposes " and that " building purposes " include, amongst other things, " the repairing of buildings."

In their note to this sub-section the learned editors of " Wolstenholme and Cherry's Conveyancing Statutes," observe " It is considered that a lease to be a building lease the erecting or repairing etc. of buildings, must be the purpose or one of the purposes for which it is granted, and that what is commonly called a *repairing lease* is not a building lease within the meaning of the Act, save in so far as repairs are treated as improvements in the 3rd Schedule."

Probably that was the intention, but it is difficult to find that intention expressed in the sections to which I have referred. I should have thought that one of the " purposes " of a " repairing lease " was the repair and keeping in repair of the demised buildings.

There is not much authority on the point. The nearest case seems to be *Re Daniel's Settled Estates* [1894] 3 Ch. 503.

That was a case where the sanction of the court was required (because the property was held upon trust for sale) and was sought to the granting of a lease for thirty years which provided for the laying out of a sum of money on specified improvements within three months, and also during the term to repair and maintain the messuage and buildings and all additions thereto.

North, J., held (it does not appear why) that the lease was not a building lease under s. 8 of the S.L.A., 1882 (now s. 44 (1) of the S.L.A. 1925).

The Court of Appeal held the contrary. Lindley, L.J., said : " I think it would be putting too narrow a construction on the clause to confine the words ' agreeing to improve or repair buildings ' to an agreement to expend generally whatever money may be required for improving or repairing and not to include an agreement to lay out a fixed sum in improvements or repairs."

It is not quite clear whether the learned lord justice considered that an agreement to repair generally (without mentioning improvements) would have been sufficient.

Lopes, L.J., also held that the lease in question was a building lease " as the tenant undertakes to lay out a substantial sum on the improvement and repair of the house."

The Court of Appeal however, in the exercise of its discretion, refused to sanction the lease.

In *Truscott* v. *Diamond Rock Boring Co.* (1881), 20 Ch. D. 251, there was a power in a settlement to trustees to demise " to any person or persons who shall improve or repair the same or covenant or agree to improve or repair the same or shall expend or agree to expend such sum or sums of money in improvements thereof respectively as shall be thought adequate for the interests therein respectively." The trustees agreed to let a house on the terms of a letter by which the tenant undertook " to do necessary repairs." It was held by the Court of Appeal (reversing Chitty, J.), that the agreement imposed upon the tenant the burden of doing all repairs which were requisite during the term, and that it satisfied the requisitions of the power.

That of course was a decision upon the wording of the power in the settlement, but the language used was very similar to that employed in s. 8 of the S.L.A., 1882, and s. 44 (1) of the S.L.A., 1925.

In conclusion, I can only say that I do not know what a " building lease " is.

Landlord and Tenant Notebook.

Lessor Covenanting to Restrict Competition : Liability of Covenantor.

An undertaking by a landlord designed to give his tenant the monopoly of a particular business on an estate has often been expressed by a lessor's covenant not to let other specified premises " to be used as, or for the purposes of," whatever the tenant's premises are to be or are to be used for. Exception might well be taken to this form, which overlooks the fact that *primâ facie* premises are not let to be used as anything or for any particular purposes. The desirability from the covenantee's point of view of a more comprehensive form will be discussed in a later article.

The importance of this kind of covenant has been enhanced by the L.T.A., 1927, s. 4 (1), proviso (*e*), which, dealing with compensation for loss of goodwill, directs the tribunal to refuse the application or reduce the amount of its award if the landlord proves the goodwill to have been created or increased by restrictions imposed upon the letting for competitive business of other premises in the neighbourhood owned or controlled by him. It is immaterial whether the restrictions were imposed by agreement or not, but the existence of a covenant would probably strengthen a landlord's case. How far-reaching in its effects such a covenant can be is illustrated by the case of *Jay* v. *Richardson* (1862), 30 Beav. 563, in which the plaintiff held the lease of an hotel with a lessor's covenant not to let during the term any house or any land for the erection of any house to be used as an hotel within a quarter of a mile of the premises. The defendant, who had bought first the reversion and then the leasehold of another plot within the purview of the covenant, and who had bought with notice of the restriction, was restrained by injunction when he offered to let or sell a house he had built to be used as an hotel. The covenant was held to oblige the covenantor " to do no act that shall suffer " the use of a house as an hotel, and it was immaterial whether the defendant was a lessee or a freeholder.

Another way of expressing the promise is by the use of the words " the sole right." In *Altman* v. *Royal Aquarium Society* (1876), 3 Ch. D. 228, the defendants had agreed to let the plaintiff certain spaces in an exhibition hall, " such spaces to be used by the exhibitor for the purposes and with the sole right of exhibiting therein and selling English and foreign china and glass," etc., which words the court decided to construe according to their ordinary sense and meaning. Indeed, the arguments chiefly centred round the problem of demarcation, whether certain articles sold by alleged competitors came within their scope ; coloured tiles for flowerpots sold by a florist, dolls' china by a toy exhibitor, etc. As to this aspect of the covenant, see 76 Sol. J. 301. A more recent case arising out of another exhibition is *L.S.G. Ltd.* v. *T. B. Lawrence Ltd.* (1925), 42 T.L.R. 85, C.A., in which the landlords' promise was contained in correspondence only. The premises were shops on " Old London

Bridge" and in the Colonnade at the Wembley Exhibition, and with regard to the former the lessors had written: "We will not let any of the following shops" (specifying several near those taken by the plaintiff) "for the sale of souvenirs"; with regard to the latter, "We agree that there shall be no other souvenir shop apart from your own, No. 46, between Nos. 42-50." The infringements alleged were the letting to toymakers of two of the London Bridge shops "for toys and goods usually sold by us at our various shops," and the letting of Colonnade premises to tobacconists for "tobacco, cigars . . . pouches, cigarette-cases and general fancy goods," and others to tenants who sold handkerchiefs and neckties. The complaints as to Old London Bridge had to be dropped in the Court of Appeal when the attention of that tribunal was drawn to the fact that the plaintiff company had not been incorporated at the date of the letter relied upon; but as an illustration of how difficult these cases can be, it is worth noting that the decision of the court below, which had found for and awarded damages to the plaintiff on both claims, was reversed as regards the Colonnade on the principle that as long as a shop is let for a purpose which would not ordinarily include the sale of the prohibited article there was no breach of the undertaking.

Another decision which is worth noting, from the tenant's point of view, is *Buckell* v. *King* (1895), 40 SOL. J. 50, in which a lessor's covenant not to let any of the adjoining shops or houses belonging to him to be used as coffee, dining or refreshment rooms was held not to apply to premises acquired after the grant. The report seems to imply, somewhat vaguely, that the landlord had an interest in premises on the other side at the commencement of the term, but in any event the rule by which a covenant speaks from the time when it is made would probably have been applied, to use a Hibernism, even if there were nothing to apply it to. If instead of "belonging to" the covenant had said "which might belong to" the position might have been different.

Our County Court Letter.

THE QUALIFICATIONS FOR WORKMEN'S COMPENSATION.

(*Continued from* 76 SOL. J. 162.)

(*f*) SEAMAN'S DEATH BY DROWNING.

IN *Meares* v. *Thomas and Sons*, recently heard at Bristol County Court, an award was claimed by reason of the death of the applicant's son, who had fallen into Bieppe Harbour while boarding the respondent's ship "Eilianus." The latter was connected with the quay by a gang plank, which was alleged to have been made fast neither to the ship nor to the quay, and was therefore, unsteady. While returning on board at dusk, the deceased was last seen with one foot on the quay and the other on the plank, after which a splash was heard, and he was later found drowned. The captain's evidence was that (*a*) the gangway only sloped down 18 inches to the quay, and was not only lashed to the ship, but had two ropes and three stanchions on each side, (*b*) the deceased was often drunk, and had previously fallen into the water at Port Talbot. The mate stated that there was only a space of six inches between the ship and the quay at the gangway, so that the deceased could not have fallen into the dock at that point. His Honour Judge Parsons, K.C., observed that no one saw the deceased fall, and (although he was left by a friend at the foot of the gangway) he might have fallen in elsewhere. As the quay was public, the accident arose outside the ambit of the deceased's employment, and judgment was, therefore, given for the respondents, with costs. See *Davidson* v. *M'Robb* [1918] A.C. 304, but compare *Northumbrian Shipping Co. Ltd.* v. *McCullum* (1932), 76 SOL. J. 491, with regard to the position when the dock is private property. For prior references, see our issue of the 5th March, 1932 (76 SOL. J. 161).

THE LAW OF LIBEL AMENDMENT ACT, 1888.

IN the recent case of *Brightman* v. *Burton Daily Mail Limited* at Ashby-de-la-Zouch County Court, the claim was for damages by reason of the publication of an unfair and inaccurate report of the earlier case of *Brightman* v. *Staley* at Burton County Court. The plaintiff's case was that (*a*) in the last-named case he had claimed £13 12s. as the balance of an account for re-concreting a yard; (*b*) judgment had been given in his favour for £4 6s. and costs; (*c*) the defendants nevertheless published a report with the headlines: "The Concrete Cracked. Contractor's Claim in Burton Court"; (*d*) the word "cracked" (which implied bad workmanship) was inaccurate, as the correct term was "defaced"—by reason of the action of frost. The defence was that (1) the reporter, having had to leave the court (to attend a meeting of the town council), had obtained the report from the chief clerk of the county court; (2) the plaintiff had had a different solicitor in the case at Burton but had not called him to give evidence of any inaccuracy. His Honour Judge Haydon, K.C. (in summing up) remarked that, although the plaintiff had obtained the costs of his judgment, the attention of the learned county court judge at Burton had apparently not been called to the fact that the defendant had paid into court £5 (with a denial of liability) and was therefore entitled to costs. The jury, however, were not concerned with whether the case at Burton was correctly decided, and the only issue (in the absence of malice) was whether it had been fairly and accurately reported. The verdict was that the report, although concise, was accurate and not libellous, and judgment was therefore given for the defendants, with costs on Scale C.

Reviews.

Matrimonial and Family Jurisdiction of Justices. By ALBERT LIECK, Chief Clerk of the Bow-street Police Court, London, and A. C. L. MORRISON, Chief Clerk of the Metropolitan Juvenile Courts. Second Edition. 1932. Demy 8vo. pp. xxxi and (with Index) 323. London: The Solicitors' Law Stationery Society, Ltd. 15s. net.

This is the second edition of a work which has already proved its value, and which is called for by reason of developments both in statute law and in practice since the previous edition was published. One important feature of the new volume is to be found in the references it contains to the Adoption of Children Act, 1926, six years' experience of which has enabled the authors to provide sound guidance on doubtful points. The development of the law relating to guardianship of infants is fully dealt with. As is pointed out, the latest of these Acts conferred an entirely new jurisdiction on magistrates and the ground is still unfamiliar to those concerned in the work of police courts. The special position of the Chancery Courts in regard to guardianship of infants generally makes the recorded cases an unsafe guide, because it is very difficult, if not impossible, to discover from the cases when the court is acting under statutory, and when under equitable, powers. The effect of all cases reported up to the 1st October, 1932, has been incorporated in the work. As showing the extent to which the jurisdiction of justices in matrimonial cases has grown, we are told that in the year 1930 local magistrates heard 15,991 applications and made 11,296 orders, entirely apart from the numerous orders made for variation and discharge. We are glad to note that the authors in their preface, which deserves to be widely read, have pointed out that, with the wide discretion now permitted to them, magistrates have a great responsibility. A very little reflection should suffice to make them realise that upon the grant or

refusal of a separation order or a maintenance order may depend the course of several lives. It would be impossible within the limits of a brief review to deal in detail with the whole of the contents of this admirable volume. Let it suffice to say that the practitioner who is in any way concerned with this particular branch of legal administration will find here the fullest available information and the best possible guidance.

The Legal and Ethical Aspects of Medical Quackery. By LEONARD LE MARCHANT MINTY, Ph.D., B.Sc., LL.B., of Gray's Inn, South Eastern Circuit and Central Criminal Court, Barrister-at-Law. 1932. Crown 8vo. pp. xi and (with Index) 262. London: William Heinemann (Medical Books), Ltd. 7s. 6d. net.

This book, by a practising member of the Bar, deals with the whole question of quacks and quackery, and its primary object is to inspire legislators to bring in a measure to make it illegal for any unqualified person to practise medicine or surgery. Incidentally the author deals with unqualified dentists and with the troubles of the pharmaceutical world. In regard to the last named we are glad to see that attention is called to the state of the law as it at present exists, by which the vendor of vulgar postcards kept for sale in the back of a barber's shop can be prosecuted, whilst the proprietor of a drug store may make a display in his window of every conceivable kind of implement and requisite required by people who practise immorality without let or hindrance. Patent medicine quackery and the various forms of religious quackery are also reviewed. There is in fact little in the region of empiricism that is not referred to in the volume before us. But the author does not confine himself to criticism. He also makes a number of useful constructive suggestions. Amongst other things he sets out in an Appendix a Bill which has been drafted for the registration and regulation of osteopathy. In another Appendix the text of the Infant Life Preservation Act, 1929, is set out. Altogether a useful little volume with a substantial table of cases cited and an Index which, however, in a future edition might conveniently be extended to three or four times its present length.

Books Received.

The Solicitors' Diary, Almanac and Legal Directory, 1933. Eighty-Ninth year of publication. Edited by R. W. D. SANDFORD, B.A., Solicitor. Demy 8vo. London: Waterlow & Sons, Limited. Cloth gilt, 8s. net. Half bound, Law calf, 10s., 12s. 6d. and 15s. net.

The Lawyer's Companion and Diary and London and Provincial Law Directory for 1933. Eighty-seventh Annual issue. Edited by VIVIAN A. A. ELGOOD, Solicitor. Demy 8vo. London: Stevens & Sons, Limited; Shaw & Sons, Limited. 7s. 6d. net.

The Portuguese Bank Note Case. By Sir CECIL H. KISCH, K.C.I.E., C.B. 1932. Demy 8vo. pp. ix and (with Index) 284. London: Macmillan & Co., Limited. 10s. 6d. net.

Limitations of Actions in Equity. By JOHN BRUNYATE, M.A., Fellow of Trinity College, Cambridge, and of Gray's Inn, Barrister-at-law. 1932. Demy 8vo. pp. xxviii and (with Index) 302. London: Stevens & Sons, Limited. 12s. 6d. net.

The Romance of Lincoln's Inn Fields and Its Neighbourhood. By E. BERESFORD-CHANCELLOR, M.A. (Oxon), F.S.A. 1932. Demy 8vo. pp. xiv (with Index) 318. London: Richards Press, Limited. 12s. 6d. net.

Sweet & Maxwell's Law Finder. Second Edition. 1932. Demy 8vo. pp. 151. London: Sweet & Maxwell, Limited. 2s. 6d. net.

Daniell's Chancery Forms. Seventh Edition. 1932. By Sir CHARLES HULBERT, A Master of the Supreme Court. Medium 8vo. pp. xcvi and (with Index) 1384. London: Stevens & Sons, Limited. £3 10s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Obituary.

MR. C. J. BILLSON.

Mr. Charles James Billson, retired solicitor, of Heathfield, Sussex, died on Wednesday, the 9th November, at the age of seventy-five. He was the son of Mr. William Billson, solicitor, formerly a partner in the firm of Messrs. Stone & Co., of Leicester, and a grandson of Mr. Samuel Stone, Town Clerk of Leicester in the early nineteenth century, and editor of "Stone's Justices' Manual." Mr. Billson, who took the degree of M.A. with classical honours at Corpus Christi College, Oxford, in 1881, succeeded his father as a partner in the firm of Messrs. Stone & Co. He practised in Leicester until his father died in 1902, when he retired and went to live at Oadby. Since 1909, however, he had lived in the South of England. During recent years he had devoted his time to writing, and had published two books on old Leicester.

MR. E. C. MARLAND.

Mr. Ernest Clegg Marland, solicitor, of Oldham, died on Monday, the 7th November, at the age of seventy-five. Born in Oldham, he served his articles in Stockport, and on being admitted a solicitor in 1884 he returned to Oldham and practised there until the week before his death. For many years he acted as deputy to the Oldham Borough Coroner.

MR. G. NEW.

Alderman Geoffrey New, solicitor, senior partner in the firm of Messrs. New & Saunders, of Evesham, died on Wednesday, the 9th November, at the age of seventy-four. He was born in Evesham in 1858, the fourth son of the late Alderman Herbert New, and was admitted a solicitor in 1880. Mr. Geoffrey New was Mayor of Evesham on four occasions, in 1898 and 1899, and again in 1919 and 1920, and it is interesting to note that this office was also held by his grandfather in 1842 and by his father in 1858. He was elected a member of the Evesham Town Council in 1891, and held many other public offices during his career. He was Chairman of the Finance Committee for many years, and was Chairman of the Evesham Conservative Club up to the time of its closure last year. He had held the office of alderman since 1911, and at the time of his death was Chairman of the Sanitary and Housing Committee. Since 1913 he had served as one of Evesham's two representatives on the Worcestershire County Council, and in 1928 he was made the first Honorary Freeman of the borough.

MR. T. WARREN.

Mr. Timothy Warren, LL.D., solicitor, of Glasgow, died on Monday, the 14th November, at the age of seventy-nine. He was educated at Glasgow University, and in 1881 he became a partner in the firm now known as Messrs. Moncrieff, Warren, Paterson & Co. He was Dean of the Faculty of Procurators in Glasgow from 1922 to 1925, and from 1899 till 1925 he was actively associated with the management of the Glasgow Royal Infirmary.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Legacy Duty Act, 1796, s. 12—Duties of Executors and Trustees.

Q. 2609. By his will a testator A bequeathed free of duty a sum of £10,000 to the trustees of a settlement which some years before he had created in favour of his daughter. Under the provisions of the settlement the sum originally settled thereby and the £10,000 are held upon trust to pay the income to the daughter for her life until she attempts to dispose of the same after which the income is to be applied at the discretion of the trustees for her benefit and for the benefit of her children (if any). After the death of the daughter the said fund is to be held upon trust for her children and grandchildren, and failing issue upon trust for certain institutions named in the settlement. A claim for legacy duty has been made by the Revenue Officials, and the following points arise thereon:—

(1) As the capital and income may in certain eventualities mentioned above go to persons liable at a higher rate of duty than the 1 per cent. in the case of the daughter, legacy duty it seems should be paid upon the life interest of the daughter calculated in accordance with the Succession Duty Act, 1853.

(2) If this is done, and in the event of the legacy passing to persons liable at the higher rate, would the payment of legacy duty on the life interest be said to discharge the trustees' obligation to pay the legacy free of duty and thus leave them free to distribute the testator's estate disregarding any possible future claim for legacy duty if it should arise by reason of the legacy passing to persons liable at a higher rate of duty?

(3) If the assumption mentioned in the last paragraph is incorrect, ought the trustees to reserve legacy duty at, say, 10 per cent. to cover the contingency of the legacy passing to persons who would have to pay at this rate?

A. (1) We agree (Legacy Duty Act, 1796, s. 12).

(2) We do not think so. The obligation would not be discharged seeing that the duty now payable is not the whole of the duty attracted by the legacy but only that on the life interest.

(3) We think so.

Petition for Appointment of Trustee.

Q. 2610. On the 20th December, 1876, A.B. effected a policy of insurance on his own life with a Scottish Insurance Company, under the provisions of the Married Women's Property Act, 1870, for the benefit of his wife C.D., and the children of their marriage. A.B. died in the early part of the present year leaving issue by his wife, one son and two daughters. It is necessary to apply to the court for the appointment of a trustee, and on such appointment the insurance company are prepared to pay over the money. We attempted to file the petition with our local county court under the T.A., 1850, and under s. 75 of the County Courts Act, 1882, on the grounds that one of the persons making the application resided in the district of that court. The petition was returned and we were referred to the county court practice, attention being drawn to the practice note which states that proceedings *must be* commenced in the county court of the district where the office of the company is situate. It will be noted that it does not state this must be the registered office, and we therefore proceeded with the petition in the county court of the district where the company had *an* office. The petition was returned to us by that court on the grounds that it must be proceeded with under s. 75 of the County Courts Act, 1882. It appears that no one will have the petition, and we shall be glad of your opinion as to whether we must proceed to Scotland where the company has its head office, or to London where the company has its English registered office.

A. The reference to the Practice Note is not stated, and a search has failed to reveal any note which will bear the construction indicated. The objection to filing the petition is inexplicable, as the matter is non-controversial and would be a source of revenue to the court accepting jurisdiction. The expense of obtaining a mandamus, however, would be much greater than that of taking proceedings in London, and the opinion is given that the petition should be tendered at the court in the district of which the English registered office is situated.

T.A., 1925, s. 31—Positive Trust for the Application of the Income—"Contrary Intention"—T.A., 1925, s. 69.

Q. 2611. With reference to the provisions of s. 31 of the T.A., 1925, which gives full discretion to trustees as to the application of funds left for the maintenance of an infant, we should be glad of your opinion as to whether a direction in a will that the trustee *shall* pay or apply the income to, for or towards the maintenance, education and benefit of an infant until he attains twenty-one, is a contrary intention within the meaning of s. 69 of the T.A., 1925, so that the trustees would have to pay over the *whole* income regardless of other sources; and if so, whether the trustees would be fully indemnified if they paid over the income to the mother of the infant without seeing to the application thereof, there being no specific direction in the will as to whom the income is to be paid.

A. We are of opinion that the direction (which is a positive trust) is a "contrary intention," as the power given by s. 31 is entirely discretionary. We think that the trustees are concerned to the application of the income as the whole matter has by the contrary intention been lifted out of the Act.

Severed Property—Contest for Common Deeds as between the Assign of Part from a Subsequent Owner of the Whole and the Common Owner.

Q. 2612. Certain title deeds related to both Blackacre and to a cottage adjoining it, both being owned by Y, who sold the cottage to X and retained the deeds, giving X the usual acknowledgment, etc. X sold the cottage to A, who mortgaged it to C and D jointly. A subsequently bought Blackacre from Y and obtained the deeds relating to both properties. A then mortgaged Blackacre to B and handed him the deeds. A then sold the equity of redemption in Blackacre to C, who now proposes to redeem B's mortgage, who will be entitled to the deeds which relate both to Blackacre and to the cottage, A or C?

A. We express the opinion that on the redemption of the mortgage by C he will be entitled to have the deeds common to the two properties. We do not think that the fact that A was at one time entitled to the equity of redemption upon both properties affects the position, nor do we think that the fact that he is now entitled to the equity of redemption upon a property which (since the severance) has never carried with it the right to the custody of the common deeds can now give him any right to those deeds.

Notes of Cases.

House of Lords.

Ruston & Hornsby, Ltd. *v.* Goodman.

15th November.

WORKMEN'S COMPENSATION—UNEMPLOYMENT BENEFIT—RETROSPECTIVE ORDER—COMPENSATION PAID WHILE WORKMEN RECEIVED BENEFIT—WORKMEN'S COMPENSATION ACT, 1923, s. 16.

This appeal raised the question whether the proviso to s. 16 of the Act of 1923, which provides that payment shall cease to be in force if the workman receives unemployment benefit, applies retrospectively to compensation paid before the date of the order when the workman was receiving unemployment benefit. The county court judge held that the case came within s. 16, which enabled him to treat the workman's partial incapacity as total and held that the order for the future should be subject to the condition that it should cease to be in force if the workman received unemployment benefit, but he refused to make that condition apply to the sum payable in respect of the period before the date of the order during part of which the workman had received unemployment benefit. The Court of Appeal, in dismissing the appeal, held that the county court judge was entitled to award full compensation, and that he had a discretion under s. 16 to attach such conditions to his order as he might think fit with regard to repayment of benefit received before the date of the order.

Lord BUCKMASTER, in giving judgment, said that the award simply awarded the respondent 35s. a week and made no condition as to unemployment benefit. The real complaint was that the arbitrator ought to have provided as part of his order that the unemployment benefit disentitled the respondent to the benefit he had received from obtaining the compensation awarded. The words of the Act in question were plain and beyond possibility of doubt. The order was to be made subject to a condition that it should cease to be in force if the workman received unemployment benefit. There is nothing in that provision which compels the arbitrator to impose conditions with regard to the receipt of past unemployment pay. The only point they had to consider was the construction of the statute, and that must be determined by the actual words which only apply to something which would happen in the future and could have no relation to something which had happened in the past. The appeal would be dismissed with costs.

Lords BLANESBURGH, WARRINGTON, RUSSELL and WRIGHT agreed.

COUNSEL: *Harold Derbyshire*, K.C., and *Alan Pugh*; *Edward W. Cave*, K.C., and *Richard Elwes*.

SOLICITORS: *Waterhouse & Co.*, for *Andrew Race, Midgley and Hill*, Lincoln; *Church, Adams, Tatham & Co.*, for *J. B. Anderson & Co.*, Lincoln.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Smith *v.* Evangelization Society Incorporated Trust.

Maugham, J. 26th, 27th and 28th October.

EASEMENT OF LIGHT—PRESCRIPTION—SKYLIGHTS—QUALITY OF LIGHT—ADEQUATE LIGHT FOR ORDINARY PURPOSES.

The plaintiff claimed an injunction in respect of the obstruction by the defendants of the light of a window at the east end of a room on the first floor of his premises. Till about 1905, it was scarcely a room at all. About that time, a gable roof was built to it in which there were two skylights. At a later period, the west side of the room which had previously had no wall was closed in with corrugated iron. It was used generally for storage purposes till 1924, when extensive alterations were made for the purpose of fitting it as an office. A new roof with no gable and sloping from east to west was built and the skylights were done away with. The west side of the room was walled up and a window placed there. The window on the east side, the light of which was here in dispute, was altered and enlarged. In July, 1931, the defendants erected close to this window a corrugated iron screen which practically blocked the access of light to it. According to expert evidence, if the property owners to the west of these premises exercised their right to build up to a certain height, sufficient light would not be left in the room for ordinary purposes. The writ was issued on the 20th April, 1932.

MAUGHAM, J., in delivering judgment, said that *Colls* v. *Home and Colonial Stores* [1904] A.C. 179, settled that in considering whether there was enough light left for ordinary purposes, despite obstruction by the defendants, other sources of light must be considered, disregarding, however, any light to which the plaintiff had not acquired a prescriptive right. His lordship had also to bear in mind the use to which the room had been previously put, but without departing from his decision in *Price* v. *Hilditch* [1930] 1 Ch. 500, that the plaintiff's right to light was not limited by the previous use to which he had put the room in question. In this case his lordship was bound to consider the state of things at the beginning of the period of prescription, that is in 1912 or 1913. This followed from *Ankerson* v. *Connelly* [1906] 2 Ch. 549, and [1907] 1 Ch. 678, and from *Bailey & Son, Ltd.* v. *Holborn and Frascati, Ltd.* [1914] 1 Ch. 598. Here, if the skylights were replaced as they were then, there would be enough light for ordinary purposes. Neither the Prescription Act, 1832, s. 3, nor *Colls* v. *Home and Colonial Stores, supra*, specified the quality of light. Looking at the room as a whole, his lordship could not say that such light as was formerly obtainable from the skylights would render the room uncomfortable for ordinary purposes. The action accordingly failed.

COUNSEL: *G. P. Slade*; *J. W. M. Holmes*.

SOLICITORS: *Oldman, Cornwall & Wood*; *Roberts*; *Lydall and Sons*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

South-East Lancashire Insurance Co. Ltd., *In re*.

Eve, J. 10th November.

MOTOR VEHICLES INSURANCE—STATUTORY DEPOSIT—APPLICATION OF—PRIORITY—RIGHTS OF GENERAL CREDITORS—ASSURANCE COMPANIES ACT, 1909, Sched. 6—ROAD TRAFFIC ACT, 1930, ss. 35-44.

This was a summons taken out by the liquidator of the company and raised the question whether a sum of £15,000 deposited by the company under s. 42 of the Road Traffic Act, 1930, formed part of the general assets of the company available for distribution among all its creditors, or whether it was primarily applicable to the claims under motor vehicles insurance policies issued by the company. By s. 42 motor vehicle insurance business, including third-party risks, was added to the other classes of insurance business covered by the Assurance Companies Act, 1909, and required a deposit to be made under the Act; and where an assurance company under that Act carried on motor vehicle insurance business the Act was to apply in the same way as it applied to accident insurance business subject to certain modifications. His lordship had already held that on other questions raised by the summons the right of proof by holders of motor vehicle insurance policies was regulated by the Act of 1909, Sched. 6, para. (*c*).

EVE, J., in a reserved judgment, held that the deposit of £15,000 made by the company was primarily applicable to the satisfaction of all claims by holders of motor vehicles insurance policies. The summons should be amended so as to read "deposited by the company under the Assurance Companies Act, 1909, as amended by the Road Traffic Act,

1930," and it must be answered by making a declaration that the deposit was primarily applicable to the satisfaction of all claims under the motor vehicle insurance policies issued by the company. The costs of all parties as between solicitor and client would be paid out of the assets.

COUNSEL: *Cecil W. Turner, L. W. Byrne, Charles Harman, J. A. Reid, E. H. Blain.*

SOLICITORS: *Stanley & Co.; Tamplin, Joseph, Ponsonby, Ryde & Flux; Parker, Ayers & Co.; Wingfields; Turner and Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Balfour *v.* Kensington Gardens Mansions, Limited.

Macnaghten, J. 7th November.

LANDLORD AND TENANT—SUB-LETTING—AT LESS RENT THAN HEAD LEASE—SUB-LESSEE REQUIRED BY LANDLORD TO PAY THE RENT RESERVED BY HEAD LEASE—REFUSAL—LANDLORD NOT ENTITLED TO WITHHOLD CONSENT TO SUB-LETTING—LANDLORD AND TENANT ACT, 1927 (17 & 18 Geo. 5, c. 36), s. 19 (1).

The plaintiff in this action, The Hon. Mrs. Phyllis Evelyn Balfour, became the tenant of a flat, 33, Prince's Gate Court, Exhibition-road, S.W., under a lease of the 10th September, 1930, for a term of twenty-one years, determinable at her option at the end of seven or fourteen years. The rent was £700 a year. She later wished to sub-let her flat and in May, 1932, proposed an admittedly respectable and responsible sub-tenant, but could not at that date obtain a better rent than £450 a year. That sum she was willing to accept, but the defendants, her landlords, Kensington Gardens Mansions, Limited, insisted on the proposed sub-tenant entering into a deed of covenant with them directly to perform all the covenants, including that for payment of £700 a year, in the original lease. The sub-tenant refused to enter into such a covenant, and the plaintiff now claimed a declaration that, in refusing to grant her a licence to sub-let her flat at a rent less than that reserved by her own head lease except on the terms of the proposed sub-tenant entering into the direct covenant with the defendants, the defendants unreasonably withheld their consent to such sub-letting. The defendants said that they were willing to consent to the proposed sub-letting on the terms that the sub-tenant should covenant with them to observe all the plaintiff's covenants during the sub-tenancy. Section 19 (1) of the Landlord and Tenant Act, 1927, provides: "In all leases, . . . containing a covenant . . . against . . . underletting, demised premises . . . without licence or consent, such covenant . . . shall, notwithstanding any express provision to the contrary, be deemed to be subject—(*a*) to a proviso to the effect that such licence or consent is not to be unreasonably withheld, . . ."

MACNAGHTEN, J., said that the case gave rise to a question of some importance with regard to the meaning of s. 19 of the Landlord and Tenant Act, 1927. Here, all that was asked for was consent to an underlease. The only question was whether the landlord was entitled to refuse consent to the underletting because the underlessee was unwilling to covenant with the landlord to pay the rent reserved by the head lease. In his (his lordship's) view, it was not reasonable to ask a sub-lessee, who was already bound by the sub-lease to pay rent to his immediate lessor, also to pay rent to the head lessor. It was inconsistent with the sub-lease, and, even if both rents had been the same, it would have been an unreasonable requirement. He thought, therefore, that the plaintiff was entitled to the declaration she asked for.

COUNSEL: *Cecil Havers*, for the plaintiff; *Valentine Holmes*, for the defendant.

SOLICITORS: *Nicholson, Freeland and Shepherd; Walter Burgis & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.—Part II.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

In the seventeenth century, an earlier Wilde sat in the chair of the Recorder of London, for, in 1659, William Wilde was appointed to the place where he proved an honest and considerate judge and a good lawyer. Next year saw him a member of the Convention Parliament and the Restoration brought him immediately a knighthood, the degree of serjeant and, soon after, a baronetcy. As Recorder, he was one of the commissioners for the trial of the Regicides. In 1669, he was advanced to the Bench of the Common Pleas, where he sat till in 1679 he came to grief over a piece of honest plain-speaking in connection with the "Popish Plot." Having presided at the trials of several of the accused who were convicted mainly on the evidence of a fellow named Bedloe, he learnt shortly afterwards that the witness was a malicious liar of the worst description. Thereupon, Wilde, J., denounced him from the Bench as "a perjured man who ought to come no more into court, but go home and repent." For this outburst he was arbitrarily dismissed with all possible speed. He survived this misfortune only seven months, dying on the 23rd November, 1679. He was buried in the Temple Church.

GUILTY OR NOT GUILTY?

According to a recent report from Oklahoma, a negro on trial for murder found the suspense of waiting for the jury's verdict too much for him and told the judge that he would plead guilty to manslaughter. Though at that moment the jury returned to court, his honour accepted the plea and sent the accused to prison for seven and a half years. When the judge asked the foreman of the jury what the verdict would have been, it turned out that they had agreed to acquit. Such things seem to be more common in the younger countries than over here, and there was rather a similar incident once in New Zealand. It had, however, less exasperating consequences for the accused. In the Dominion, it seems, prisoners are brought to the front of the dock to hear the finding of the grand jury formally announced to them. This proceeding was strange to a certain old lag from Australia in whose case it happened that the grand jury had been silly enough to

throw out the indictment. The prisoner, besides his ethical limitations, was a trifle deaf and failed to grasp the words uttered, so from sheer habit he spoke out loud and clear: "Guilty, your honour." Johnson, J., on the bench was horrified. "How dare you?" he exclaimed. "How dare you say you are guilty when the gentlemen of the grand jury have found no bill against you?" The astonished malefactor left the dock full of apologies.

THAWING THEMIS.

Penetrated by the frigidity of an unheated court at the Liverpool Assizes, Mr. Justice Du Parcq recently transferred the whole proceedings to the fireside of his private room. "It is perfectly ridiculous," he said, "at this season of the year not to have a court properly heated, and I shall want some explanation from those responsible. My room is now a public court and anyone entitled may come in if they can find room." The incident recalls rather a good story of Maître Léon Cléry, an advocate formerly well-known at the Paris Bar for the same sort of pleasant impertinences to which Oswald, K.C., used to treat the English judges. One chilly day in winter, he was arguing a case in a very badly-heated court, the inadequate warmth being provided by a stove placed behind the bench. Little by little, the frozen magistrates edged their chairs sideways so as to get a little nearer the glow and, before the end of the afternoon, they had completely turned their backs on the orator. At this point, Cléry rapping lightly on the table began his next sentence: "The Tribunal *behind* which I have the honour to plead . . ." Judges everywhere seem to be by tradition a heat-loving class, but few before or since have gone so far as Hawkins, J., with his special draught-proof protection. He used to say he preferred suffocation to chill, because it was a slower death.

Parliamentary News.

Progress of Bills.

House of Lords.

Aberdeen Harbour Order Confirmation.
Royal Assent. [15th November.

Administration of Justice Bill.
Commons Amendment agreed to. [16th November.

Dunfermline and District Traction Order Confirmation Bill.
Read Third Time. [16th November.

Edinburgh Royal Maternity and Simpson Memorial Hospital Order Confirmation.
Royal Assent. [15th November.

Falkirk and District Traction Order Confirmation.
Royal Assent. [15th November.

Macduff Harbour Order Confirmation.
Royal Assent. [15th November.

Ottawa Agreements Bill.
Royal Assent. [15th November.

Portsoy Harbour Order Confirmation Bill.
Read Third Time. [16th November.

Renfrew Burgh Order Confirmation Bill.
Read Third Time. [16th November.

Transitional Payments (Determination of Need) Bill.
Read Third Time. [16th November.

House of Commons.

Administration of Justice Bill.
Read Third Time. [15th November.

Portsoy Harbour Order Confirmation Bill.
Read Third Time. [10th November.

Renfrew Burgh Order Confirmation Bill.
Read Third Time. [10th November.

Transitional Paymentss (Determination of Need) Bill.
Read Third Time. [15th November.

Visiting Forces (British Commonwealth) Bill.
In Committee. [16th November.

Questions to Ministers.

RENT RESTRICTIONS ACTS.

Mr. PRICE asked the Minister of Health whether it is the intention of the Government to continue the existing law as regards rent restriction which expires in December?

Sir H. YOUNG: The Government do not propose that the Rent Restrictions Acts should cease to operate at the end of this year. [10th November.

HIGH COURT OF JUSTICE (OFFICIAL REFEREES).

Mr. CROOM-JOHNSON asked the Attorney-General how many cases in the High Court of Justice, in each of the past five years, have been referred to an official referee for trial; and what number of appeals from the decisions of official referees to a divisional court, and from that court to the Court of Appeal, have been entered during each of the same years?

THE ATTORNEY-GENERAL: The particulars are as follow:—

Year.	Cases referred to Official Referee.	Appeals to Divisional Court.	Appeals to the Court of Appeal.
1927 ..	282	8	Figures not available
1928 ..	212	12	1
1929 ..	282	14	2
1930 ..	241	10	3
1931 ..	245	5	1

[14th November.

Societies.

Gray's Inn.

GRAND DAY.

His Royal Highness The Duke of York, K.G., dined with the Treasurer (Vice-Chancellor Sir Courthope Wilson) and Benchers of Gray's Inn, on Thursday, the 10th November, the occasion being the Grand Day of Michaelmas Term. The guests present to meet His Royal Highness were: The Right Hon. Viscount Burnham, G.C.M.G., C.H., The Right Hon. Lord Russell of Killowen, The Right Hon. Montagu Norman, D.S.O., Sir Claud Schuster, G.C.B., C.V.O., K.C., Sir Maurice Gwyer, K.C.B., K.C., His Honour Judge Sir Alfred Tobin, K.C., Sir Henry Dickens, K.C., The Chairman of the London County Council (Mr. Angus Scott), The High Master of St. Paul's School (Mr. John Bell), Mr. P. K. Hodgson (Equerry to H.R.H. The Duke of York).

The Benchers present in addition to the Treasurer were: Sir Miles Mattinson, K.C., The Right Hon. Sir Dunbar Plunket Barton, Bart., K.C., The Right Hon. Lord Merrivale, Mr. Edward Clayton, K.C., The Right Hon. Sir William Byrne, K.C.V.O., C.B., Sir Montagu Sharpe, K.C., The Right Hon. Lord Justice Greer, His Honour Judge Ivor Bowen, K.C., Sir Alexander Wood Renton, G.C.M.G., K.C., Sir Cecil Walsh, K.C., Mr. R. E. Dummett, The Right Hon. Lord Thankerton, The Right Hon. Lord Greenwood, K.C., Sir Walter Greaves-Lord, K.C., M.P., Mr. G. D. Keogh, Mr. Bernard Campion, K.C., The Right Hon. Lord Morison, Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., Mr. Frederick Hinde, Mr. R. Storry Deans, Mr. A. Andrewes Uthwatt, Mr. Malcolm Hilbery, K.C., Mr. Noel Middleton, Mr. N. L. C. Macaskie, K.C., Mr. Harold Derbyshire, M.C., K.C., Sir Albion Richardson, C.B.E., K.C., with the Preacher (The Rev. Canon Feilding Ottley, M.A.) and the Under-Treasurer (Mr. D. W. Douthwaite).

Central Discharged Prisoners' Aid Society.

Mr. F. P. WHITBREAD took the chair at the annual general meeting of this Society at the residence of Lady Astor on Armistice Day. After touching on the aims and progress of the society, he introduced Sir Walter Greaves-Lord, K.C., M.P., who showed how the prison system, although it was immeasurably better than it had been and for a few persons was probably better than liberty, eventually broke an habitual criminal until he became a piece of human wreckage and no efforts of the society or anyone could keep him permanently out of prison. The work of the society was to reclaim prisoners before they got to that stage and to make useful citizens of them. It meant everything to a prisoner, before his remorse turned to resentment, to find a friendly hand held out by

someone who had no interest to serve except to put him on the right track and who would not preach him a prolonged sermon about the evil he had done. Gratitude for this friendship was the motive of the extraordinary rescues from criminal life which the society performed. The money expended could not be equalled as a social investment.

Sir PATRICK HASTINGS, K.C., suggested that members should see life at first hand beside Colonel C. B. Bevis, their honorary secretary, in the police court, where he spent most of his time out of sheer goodness of heart. They would then, he said, acquire some knowledge of what was meant by the "criminal classes." It was absurd to apply the term "criminal" to the revellers, habitual drunkards and prostitutes who made up the large bulk of the prisoners. Only a very few were real, good honest criminals who took their accustomed place in the dock, regarded the magistrate almost as an old friend and tried to hoodwink him that they were innocent. Prison warders said that they could usually tell when an accused man was guilty by the pride he showed in his fate. The kind of prisoner in which the society was really interested was the young married man, a thoroughly good husband, father and worker, who shared the fate of fraudulent principals or who, owing to the stress of illness in his family, borrowed money from the till. Sir Patrick urged on Sir Walter Greaves-Lord to use his influence in Parliament to amend the law to distinguish between such persons and real criminals, and to save them from the social stigma which was such a grave handicap to their rehabilitation. He also suggested that Sir Walter should induce the Government to make a grant to the society for its work of enabling persons who were not criminals to start life again as though the law had never said that they were criminals.

The Rev. W. L. COTTRELL drew on his long experience as a prison chaplain to show that no case was hopeless, and that the Society's work benefited the wives and children of prisoners even more than the men themselves.

Inner Temple.

GRAND DAY.

The Treasurer (Sir Lancelot Sanderson) and the Masters of the Bench of the Inner Temple entertained at dinner on Wednesday, the 16th November, being the Grand Day of Michaelmas Term, the following guests: The American Ambassador, the Marquess of Zetland, Lord Erskine, Lieut.-Col. The Hon. Sir Stanley Jackson, Brigadier-General C. G. Bruce, Colonel Sir Maurice Hankey, Sir Oswyn Murray, Sir Stephenson Kent, Major-General Sir Ernest Swinton, Sir N. N. Sircar, Lieut.-Col. C. M. Headlam, Mr. Geoffrey Dawson, the Headmaster of Harrow School, Mr. Charles E. E. Jenkins, K.C., the President of The Law Society, Mr. George Aylwen, Captain Lancelot Glasson, Mr. R. T. Sanderson, and the Sub-Treasurer.

The Masters of the Bench present in addition to the Treasurer were: Lord Darling, the Earl of Desart, Sir Francis Taylor, K.C., Sir Sidney Rowlatt, Viscount Sumner, Mr. A. M. Langdon, K.C., Lord Hanworth (Master of the Rolls), Mr. Lauriston Batten, K.C., Mr. Justice Talbot, Sir Gerald Hohler, K.C., Mr. A. W. Bairstow, K.C., Mr. Justice Roche, Mr. Alexander Grant, K.C., Sir Leslie Scott, K.C., Mr. Justice Acton, Mr. Justice Bateson, Sir Benjamin Cohen, K.C., Lord Wright, Lord Macmillan (Hon.), Mr. W. A. Greene, K.C., Mr. E. W. Wingate-Saul, K.C., Mr. C. M. Pitman, K.C., Sir Boyd Merriman, K.C. (Solicitor-General), Mr. P. E. Sandlands, Mr. A. T. Bucknill, K.C., Mr. E. W. Cave, K.C., Mr. M. J. L. Beebee, Mr. H. G. Robertson, Sir Reginald Mitchell Banks, K.C., Mr. S. R. C. Bosanquet, K.C., Mr. Justice Langton, Mr. H. H. Joy, K.C., Mr. R. A. Gordon, K.C., Mr. C. Doughty, K.C., Mr. C. N. Tindale Davis, and Mr. D. Cotes Preedy, K.C.

Medico-Legal Society.

An ordinary meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 24th inst., at 8.30 p.m., when a Paper will be read by F. J. McCann, Esq., M.D., C.M., F.R.C.S., on "The Medico-Legal Significance of Impotence in the Male and in the Female," which will be followed by a discussion.

Members may introduce guests to the meeting upon production of the member's private card. It is requested that ladies (other than members of the Society) should not attend this meeting.

Members are reminded that the Annual Dinner takes place at the Holborn Restaurant on Friday, the 9th December, and those who intend to be present are requested to return their forms without delay to the Hon. Secretary, Mr. Ernest Goddard.

Solicitors' Benevolent Association.

The monthly meeting of the Directors was held at 60, Carey-street, on the 9th inst., Mr. W. Arthur Coleman (Leamington) in the chair. The other Directors present were: Sir A. Norman Hill, Bart., and Messrs. E. E. Bird, A. C. Borlase (Brighton), P. D. Cotterell, C.B.E., E. R. Cook, C.B.E., T. S. Curtis, E. F. Dent, A. G. Gibson, O. J. Humbert, Gerald Keith, C. G. May, H. A. H. Newington, H. H. Scott (Gloucester), P. J. Skelton (Manchester), F. L. Steward (Wolverhampton) and A. B. Urmston (Maidstone).

The sum of £943 was distributed in grants of relief; five new members were admitted; Mr. E. B. Knight (London) was elected a Director to a vacancy on the Board. Mr. E. R. Cook, C.B.E. (London), and Mr. N. T. Crombie (York) were elected Chairman and Deputy-Chairman of the Board for the ensuing year. Mr. E. E. Bird (London) was elected a member of the Finance and General Purposes Committee.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 11th inst. In the absence of the President, Mr. A. L. Ungoed-Thomas, Vice-President, took the chair at 8.15 p.m.

In public business, Mr. R. Jardine Brown moved: "That compulsory sterilisation of the unfit is undesirable." Mr. A. H. M. Hillis opposed.

There spoke to the motion, Sir Henry Brackenbury, Mr. Newman Hall, Mr. Crawford (Ex-President), Mr. Tyndale (Ex-President), Mr. Boyd-Carpenter, Mr. Lyttleton, Mr. Walker Smith, Mr. Mayers, Mr. Yahadu, Mr. Stride and Sir Henry Brackenbury, as the guest of the evening, in reply.

On a division the motion was won by fifteen votes.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, the 15th inst. (Chairman Mr. E. F. Iwi), the subject for debate was: "That this House approves of the organised teaching of Religion to Children."

Mr. H. Shanley opened in the affirmative; Mr. J. F. Chadwick opened in the negative.

The following members also spoke: Messrs. E. M. Woolf, A. L. Ungoed Thomas, J. F. Ginnett, E. F. Iwi, E. A. G. Evans, P. H. North-Lewis, H. Toyne, R. Langley Mitchell, R. D. C. Graham, C. E. Lloyd, W. M. Pleadwell and W. L. F. Archer.

The opener having replied, the motion was lost by two votes.

There were twenty-two members and six visitors present.

United Law Society.

A meeting of the Society was held in Middle Temple Common Room on the 14th inst., Mr. S. A. Redfern in the chair. Mr. J. A. Plowman proposed: "That in the opinion of this House the case of *British Thomson-Houston Ltd.* v. *Federated European Bank Ltd* [1932] 2 K.B. 176, was wrongly decided."

Mr. T. R. Owens opposed, and there also spoke Messrs. Johnson, Halpin, Redfern, Wood-Smith and Bell. On being put to the vote, the motion was lost by four votes. The House adjourned.

The Union Society of London.

A meeting of the Society, to which ladies were invited, was held in the Middle Temple Common Room at 8.15 p.m. on Wednesday, 16th November. The President (Mr. Alexander Ross) was in the chair, and there were thirty-one members and visitors present. Mr. Geoffrey Cameron proposed: "That all places of amusement should be permitted to be open on Sundays." Mr. D. W. A. Llewellyn opposed. There spoke in favour of the motion Mr. Glanville Brown, Capt. Ellershaw, Mr. A. Sandilands, Mr. H. Everett, Miss Lucy D. Bell (visitor), Mr. Geoffrey Beaumont and Mr. H. F. Ryan (ex-President), and against, Mr. Kenneth Ingram, Mr. N. M. Clarke, Miss Constance Colwill (visitor) and Mr. P. Winkworth. The hon. proposer having exercised his right of reply, the House divided, and the motion was carried by sixteen votes to seven.

The subject for debate on Wednesday, 23rd November, will be: "That corporal punishment is useless to restrain crimes of violence."

Incorporated Law Society of Ireland.

The Incorporated Law Society of Ireland has moved from 45, Kildare-street, Dublin, to Solicitors' Buildings, Four Courts, Dublin, N.W.8.

Rules and Orders.

AT THE COURT AT BUCKINGHAM PALACE,
The 10th day of November, 1932.

Present,
THE KING'S MOST EXCELLENT MAJESTY
IN COUNCIL.

Whereas it is enacted by section 84 of the Supreme Court of Judicature (Consolidation) Act, 1925, that His Majesty may by Order in Council from time to time direct that there shall be in such places as are specified in the Order District Registries of the High Court for districts to be defined in the Order:

And whereas by the District Registries (Poole and Bournemouth) Order in Council, 1920, it was ordered that there should be a District Registry of the High Court at Bournemouth and that the district of the said District Registry should be the Court District of the County Court of Dorsetshire and Hampshire held at Poole and Bournemouth:

And whereas by the County Court Districts (Miscellaneous No. 2) Order, 1932, which came into operation on the 1st July, 1932, it was ordered that the County Court of Dorsetshire and Hampshire held at Poole and Bournemouth should be divided into two separate districts and that a Court should be held in each of the separately constituted districts by the names of the County Court of Dorsetshire held at Poole and the County Court of Hampshire held at Bournemouth respectively:

And whereas for the removal of doubts it is desirable to define again the district of the said District Registry at Bournemouth:

NOW, THEREFORE, His Majesty is pleased by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows:—

1. There shall be a District Registry of the High Court at Bournemouth, and the district thereof shall be the area comprising the Court districts of the County Court of Dorsetshire held at Poole and the County Court of Hampshire held at Bournemouth.

2. The District Registries (Poole and Bournemouth) Order in Council, 1920, is hereby revoked.

3. This Order may be cited as the District Registries (Bournemouth) Order, 1932, and shall be read with the District Registries Order in Council, 1899, which shall have effect as amended by this Order.

M. P. A. Hankey.

THE MINISTRY OF HEALTH (RATE OF INTEREST) AMENDMENT ORDER (No. 3), 1932, DATED NOVEMBER 8, 1932, MADE BY THE MINISTER OF HEALTH, WITH THE APPROVAL OF THE TREASURY, UNDER SECTION 5 OF THE HOUSING ACT, 1921 (11 & 12 GEO. 5. C. 19).

The Minister of Health in pursuance of the powers conferred on him by section 5 of the Housing Act, 1921, and of all other powers enabling him in that behalf, with the approval of the Treasury hereby orders as follows:—

1. This order may be cited as the Ministry of Health (Rate of Interest) Amendment Order (No. 3), 1932.

2. The rate of interest on advances made on or after the date of this order under section 1 of the Small Dwellings (Acquisition) Act, 1899,(*a*) shall be four and a quarter per cent. per annum and the provisions of the orders specified in the first schedule hereto relating to the rate of interest on advances under that Act shall be modified and have effect accordingly.

3. The order specified in the second schedule hereto is hereby revoked, but nothing in this order shall affect the rate of interest on any advance made by a local authority before the date of this order.

THE FIRST SCHEDULE.

The Ministry of Health (Rates of Interest) Order, 1921.(*b*)
The Ministry of Health (Rates of Interest) Amendment Order (No. 2), 1922.(*c*)
The Ministry of Health (Rate of Interest) Amendment Order, 1923.(*d*)
The Ministry of Health (Rate of Interest) Amendment Order, 1926.(*e*)
The Ministry of Health (Rate of Interest) Amendment Order, 1929.(*f*)
The Ministry of Health (Rate of Interest) Amendment Order, 1930.(*g*)
The Ministry of Health (Rate of Interest) Amendment Order (No. 2), 1930.(*h*)
The Ministry of Health (Rate of Interest) Amendment Order, 1931.(*i*)
The Ministry of Health (Rate of Interest) Amendment Order, 1932.(*j*)
The Ministry of Health (Rate of Interest) Amendment Order (No. 2), 1932.(*k*)

THE SECOND SCHEDULE.

The Ilford (Rate of Interest) Order, 1932.

Given under the official seal of the Minister of Health this eighth day of November nineteen hundred and thirty-two.

H. W. S. Francis,
Assistant Secretary, Ministry of Health.

We approve this Order,

Austin Hudson.
Walter J. Womersley,
Two of the Lords Commissioners of His Majesty's Treasury.

(*a*) 62-3 V. c. 44. (*b*) S.R. & O. 1921 (No. 1385) p. 309.
(*c*) S.R. & O. 1922 (No. 1326) p. 439. (*d*) S.R. & O. 1923 (No. 940) p. 362.
(*e*) S.R. & O. 1925 (No. 104) p. 633. (*f*) S.R. & O. 1929 (No. 1025) p. 500.
(*g*) S.R. & O. 1930, No. 301. (*h*) S.R. & O. 1930 (No. 1081) p. 618.
(*i*) S.R. & O. 1931 (No. 979) p. 473. (*j*) S.R. & O. 1932, No. 2.
(*k*) S.R. & O. 1932, No. 254.

THE WORKMEN'S COMPENSATION RULES (No. 1), 1932, DATED NOVEMBER 8, 1932.

1. In these Rules "the principal Rules" means the Workmen's Compensation Rules, 1926, as amended(*).

2. Paragraph (7) of Rule 57 of the principal Rules is hereby revoked.

3. Paragraph (9) of Rule 66 of the principal Rules is hereby revoked and the following paragraph shall be substituted therefor:—

"(9) On the receipt of the certificate of the medical referee the registrar shall proceed in accordance with paragraph (8) of Rule 57."

4. Paragraph (9) of Rule 75 of the principal Rules is hereby revoked and the following paragraph shall be substituted therefor:—

"(9) On the receipt of the certificate of the medical referee the registrar shall proceed in accordance with paragraph (8) of Rule 57."

5. In paragraph (2) Rule 61 of the principal Rules the following words shall be omitted:—

"and stating in what manner the sum admitted to be payable as compensation has been arrived at."

6. In Form 50 in the Appendix to the principal Rules the words "stating whether the said . . . has wholly or partially recovered from the injury (or scheduled disease) and" shall be inserted between the words "employment" and "specifying" in both the places where those words occur.

7. At the end of paragraph (6) of Form 55 in the Appendix to the principal Rules the following words shall be added:—

"[*Particulars under this paragraph need be given only in cases in which there are dependants wholly dependent upon the deceased workman*]."

8. These Rules may be cited as the Workmen's Compensation Rules (No. 1), 1932, and the Workmen's Compensation Rules, 1926, as amended, shall have effect as further amended by these Rules.

We hereby submit these Rules to the Lord Chancellor.

S. A. Hill Kelly.
T. Mordaunt Snagge.
C. E. Dyer.

I allow these Rules which shall come into force on the 1st day of January, 1933.

Dated the 8th day of November, 1932.

Sankey, C.

(*) S.R. & O. 1926 (No. 448) p. 829; amended by S.R. & O. 1927 (Nos. 392 and 393) pp. 747–8; 1929 (Nos. 9 and 267) p. 865; 1930 (Nos. 385 and 1092) pp. 1011–21 and 1931 (Nos. 411 and 1053) pp. 752–3.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Master JOSEPH HENRY POLLOCK CHITTY to be Chief Master in the Chancery Division of the Supreme Court of Judicature, in succession to Sir Charles Hulbert, deceased. The Lord Chancellor has decided not to fill the vacancy amongst the Masters caused by Sir Charles Hulbert's death.

Mr. JOHN FETTES, J.P., of the firm of Cooper, Bake, Fettes, Roche & Wade, 6 and 7, Portman-street, London, W.1, has been elected Mayor of the Metropolitan Borough of St. Marylebone for the fourth time. He was admitted a solicitor in 1903.

Mr. CECIL WILLIAM LILLEY has been elected a Master of the Bench of the Middle Temple.

Mr. REGINALD ARMSTRONG, solicitor, of Leeds, has been re-appointed The Law Society's representative on the Yorkshire Board of Legal Studies for a period of one year as from the 1st July, 1932.

Professional Announcements.

(2s. per line.)

The partnership hitherto existing between WALTER AUSTIN ZABELL, HERBERT AUBREY CROWE and NORMAN FRANCIS ZABELL as Zabell & Crowe, at 11, Queen Victoria-street, E.C.4, has been dissolved as from the 15th October, 1932. W. A. Zabell and N. F. Zabell will continue together in practice as Zabell & Co., at the same address and with the telephone No. City 6881.

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

IMPORTANT NOTICE TO SOLICITORS.

ANNUAL PRACTISING CERTIFICATES.

Practising Certificates for the year 1931-32 expired on the 15th November, and should be renewed before the 15th December.

All certificates on which the duty is paid after the 1st January next must be left with The Law Society for entry, and the names of solicitors taking out their certificates after that date cannot be included in the Law List for 1933.

INNER TEMPLE AWARDS.

The Inner Temple announces that entrance scholarships of 200 guineas a year for three years have been awarded to Mr. J. M. Watt, of Balliol College, Oxford, Mr. F. H. Lawton, of Corpus Christi College, Cambridge, and Sir J. Henry, of University College, London. Yarborough-Anderson Scholarships of £100 a year for three years have been awarded to Mr. E. S. Fay, of Pembroke College, Cambridge, and Mr. J. C. G. Burge, of Christ's College, Cambridge, and Mr. D. H. Murphy. Profumo Prizes of 100 guineas have been awarded to Mr. J. M. Nazareth and Mr. G. W. Higgs, and a Paul Methven Prize of £75 to Mr. J. A. Grieves, of Exeter College, Oxford.

Wills and Bequests.

Mr. Richard Walter Rylands, solicitor, of Worsley, near Manchester, left estate of the gross value of £33,007, with net personalty £31,059. He left £250 to the Board of Finance of the Diocese of Manchester, Limited, the income to be paid "as my contribution to the Cathedral Church of Manchester, for the Quota or Levy of such Church for the National and Diocesan Budgets"; if no such funds, then as the Board may think fit.

Mr. Edgar Lucas, solicitor, of Elm Park-gardens and Surrey-street left £43,714, with net personalty £33,858.

Mr. Henry Dubs Middleton, solicitor, of Chapel Allerton, Yorks, left £39,465, with net personalty £31,218.

Mr. Frederic Wiffen Smith, solicitor, of Exmouth, left £19,718, with net personalty £17,038.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I Mr. JUSTICE EVE. Non-Witness	Mr. JUSTICE MAUGHAM. Witness. Part II
M'nd'y Nov. 21	Mr. Andrews	Mr. Blaker	Mr. Hicks Beach	Mr. Blaker
Tuesday .. 22	Jones	More	Blaker	*Jones
Wednesday 23	Ritchie	Hicks Beach	Jones	Hicks Beach
Thursday . 24	Blaker	Andrews	Hicks Beach	*Blaker
Friday 25	More	Jones	Blaker	Jones
Saturday .. 26	Hicks Beach	Ritchie	Jones	Hicks Beach

DATE.	GROUP I. Mr. JUSTICE BENNETT. Witness Part I.	Mr. JUSTICE CLAUSON. Witness Part II.	GROUP II. Mr. JUSTICE LUXMOORE. Witness Part I.	Mr. JUSTICE FARWELL. Non-Witness.
M'nd'y Nov. 21	Mr.*Jones	Mr.*Andrews	Mr.*More	Mr. Ritchie
Tuesday .. 22	*Hicks Beach	More	*Ritchie	Andrews
Wednesday 23	*Blaker	*Ritchie	*Andrews	More
Thursday . 24	Jones	Andrews	*More	Ritchie
Friday 25	*Hicks Beach	*More	Ritchie	Andrews
Saturday .. 26	Blaker	Ritchie.	Andrews	More

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 24th November, 1932.

	Middle Price 16 Nov. 1932.	Flat Interest Yield.			†Approximate Yield with redemption		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	107	3	14	9	3	11	2
Consols 2½%	75	3	6	8	—		
War Loan 5% Assented 1952 or after	98¼	3	11	3	—		
**War Loan 4½% 1925-45	99⅞	—			—		
Funding 4% Loan 1960-90	107½	3	14	5	3	11	3
Victory 4% Loan (Available for Estate Duty at par) Average life 31 years	107	3	14	9	3	12	4
Conversion 5% Loan 1944-64	115½	4	6	7	3	6	0
Conversion 4½% Loan 1940-44	110½	4	1	5	2	18	4
Conversion 3½% Loan 1961 or after	98½	3	11	1	—		
Local Loans 3% Stock 1912 or after	86½	3	9	4	—		
Bank Stock	325	3	13	10	—		
India 4½% 1950-55	105	4	5	9	4	1	9
India 3½% 1931 or after	86	4	1	5	—		
India 3% 1948 or after	75	4	0	0	—		
Sudan 4½% 1939-73	107	4	4	1	3	3	10
Sudan 4% 1974 Redeemable in part after 1950	108	3	14	1	3	8	0
Transvaal Government 3% Guaranteed 1923-53 Average life 13 years	100	3	0	0	3	0	0
Colonial Securities.							
*Canada 3% 1938	101	2	19	5	2	15	11
*Cape of Good Hope 4% 1916-36	102	3	18	5	—		
*Cape of Good Hope 3½% 1929-49	100	3	10	0	3	10	0
Ceylon 5% 1960-70	117	4	5	6	3	19	4
*Commonwealth of Australia 5% 1945-75	105	4	15	3	4	9	8
Gold Coast 4½% 1956	107	4	4	1	4	0	6
*Jamaica 4½% 1941-71	104	4	6	6	3	18	10
*Natal 4% 1937	102	3	18	5	3	10	2
*New South Wales 4½% 1935-45	100	4	10	0	4	10	0
*New South Wales 5% 1945-65	103xd	4	17	1	4	13	9
*New Zealand 4½% 1945	105	4	5	9	3	19	5
*New Zealand 5% 1946	109	4	11	9	4	1	10
Nigeria 5% 1950-60	112	4	9	3	4	0	2
*Queensland 5% 1940-60	103	4	17	1	4	10	10
*South Africa 5% 1945-75	112	4	9	3	3	16	3
*South Australia 5% 1945-75	104	4	16	2	4	11	9
*Tasmania 5% 1945-75	105	4	15	3	4	9	8
*Victoria 5% 1945-75	104	4	16	2	4	11	9
*West Australia 5% 1945-75	105	4	15	3	4	9	8
Corporation Stocks.							
Birmingham 3% 1947 or after	88½	3	7	10	—		
*Birmingham 5% 1946-56	114	4	7	9	3	14	0
*Cardiff 5% 1945-65	110	4	10	11	4	0	0
Croydon 3% 1940-60	95	3	3	2	3	5	7
*Hastings 5% 1947-67	113½	4	8	1	3	14	9
Hull 3½% 1925-55	98	3	11	5	3	12	8
Liverpool 3½% Redeemable by agreement with holders or by purchase	99	3	10	8	—		
London County 2½% Consolidated Stock after 1920 at option of Corporation	73xd	3	8	6	—		
London County 3% Consolidated Stock after 1920 at option of Corporation	86xd	3	9	9	—		
Manchester 3% 1941 or after	88	3	8	2	—		
Metropolitan Water Board 3% "A" 1963-2003	87	3	9	0	3	10	0
Do. do. 3% "B" 1934-2003	88	3	8	2	3	9	1
*Middlesex C.C. 3½% 1927-47	100	3	10	0	3	10	0
Do. do. 4½% 1950-70	112	4	0	4	3	11	7
Nottingham 3% Irredeemable	86	3	9	9	—		
*Stockton 5% 1946-66	113	4	8	6	3	15	8
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	100½	3	19	7	—		
Gt. Western Rly. 5% Rent Charge	114	4	7	9	—		
Gt. Western Rly. 5% Preference	75½	6	12	6	—		
L. Mid. & Scot. Rly. 4% Debenture	91½	4	7	5	—		
L. Mid. & Scot. Rly. 4% Guaranteed	76½	5	4	7	—		
Southern Rly. 4% Debenture	97½	4	2	1	—		
Southern Rly. 5% Guaranteed	103½	4	16	7	—		
Southern Rly. 5% Preference	66½	7	10	4	—		
‡L. & N.E. Rly. 4% Debenture	83½	4	15	10	—		
‡L. & N.E. Rly. 4% 1st Guaranteed	62½	6	8	0	—		

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Company's Ordinary Stocks for the past year.

**To be repaid at par on 1st December, 1932.